# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re: Bradley Evan Drummond			Case No. 20-10818				
	a Marie Drummond	СНАР	CHAPTER 13 PLAN				
		Orig	ginal	X AMENDED			
	Debtor(s).	Date:	May 26, 2020				
Ι.	Disclosure of Nonstandard Provisions and Plan'	's Modificatio	on of Secured Debt	<u>:</u>			
	A. Does this plan contain any nonstandard provision	ons (check on	e)?				
	Yes						
	X No		.1	11-41 C411-1			
	B. Does this plan limit the amount of a secured claim (check one)?	im based on a	valuation of the co.	llateral for the claim			
	Yes						
	X No						
	C. Does this plan avoid a security interest or lien (c	check one)?					
	Yes						
	<b>X</b> No						
	Debtor has either not indicated "yes" in the applicable						
	ge in this plan purporting to limit the amount of a sec						
	or lien is void. Even if the Debtor indicated "no" in			•			
proceed	l claim based on a valuation of the collateral for the c	ciallii or avolu	a security interest (	or nen through a motion or an ad	iversary		
2100000	31116.						
II.	Means Test Result and Plan Duration:						
	Debtor is (check one):						
	<b>X</b> a below median income debtor with a 36 r	month applical	ble commitment pe	riod			
	an above median income debtor with a 60	month application	able commitment p	eriod			
	an's length shall not be less than the Debtor's applica						
	wed unsecured claims over a shorter period or is mod	-			en the		
pian s i	ength shall automatically be extended up to 60 mont	ns after the fir	st payment is due i	necessary to complete the plan			
III.	Plan Payments to the Trustee:						
No	later than 30 days after the order for relief, the Debt	or shall comm	nence making paym	ents to the Trustee as follows:			
	A. AMOUNT: \$_ <b>3,835.00</b>						
	B. FREQUENCY (check one):						
	X Monthly						
	Twice per month Every two weeks						
	Weekly						
	C. TAX REFUNDS: The Debtor (check one)	).					
	commits all tax refunds to funding the		ted refunds shall be	paid in addition to the plan pay	ment		
	amount stated above.	1		I Property	- *		
	X does not commit; all tax refunds to fu	inding the plai	n. If no selection is	made, tax refunds are committed	l.		
	D. PAYMENTS: Plan payments shall be ded						
	or ordered by the Court.						
	E. OTHER:						

# IV. Distribution of Plan Payments by the Trustee:

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Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

- ADMINISTRATIVE EXPENSES: A.
  - 1. Trustee. The percentage set pursuant to 28 USC §586(e).
  - 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).
  - 3. The Debtor's Attorney's Fees: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ 4,000.00 . \$ 1,000.00 was paid prior to filing.

Approved attorney compensation shall be paid as follows (check one):

- Prior to all creditors
- b. X Monthly payments of \$ 1,500.00
- c. All remaining funds available after designated monthly payments to the following creditors: . .
- d. Other: .

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

В.	CURRENT DOMESTIC SUPPORT OBLIC	GATIONS:
	Creditor	Monthly amount
	-NONE-	•

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable):

Ongoing Payments: **Monthly Payment** 

Rank

1 \$	- V	2,407.00	PNC Mortgage		23622 SE 267th P County	PL Maple Valley, WA	98038 King
Cure Payments:						A www.awa to bo	Intopost
Rank	Monthly <u>Payment</u>	Creditor		Collateral 23622 SE 2	67th PL Maple	Arrears to be <u>Cured</u>	Interest <u>Rate</u>

County

Creditor

Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by

Valley, WA 98038 King

Collateral

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2.

420.00

PNC Mortgage

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20.000.00

0.00 %

#### Real Property Other than the Debtor's Principal Residence:

Ongoing Payments:

<b>Rank</b>	nthly Payment -NONE-	Creditor	<u>Collateral</u>		Interest Rate	%
Cure Payments:						
<u>Rank</u>	Monthly Payment Credi	<u>itor</u>	<u>Collateral</u>	Arrears to be Cured	Interest <u>Rate</u>	
\$	-NON	E-		\$		%

#### 3. Payments on Claims Secured by Personal Property:

#### a. 910 Collateral.

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>		Monthly Payment	Creditor	<u>Collateral</u>	Adequa	nfirmation nte Protection ly Payment	Interest <u>Rate</u>	
2	\$_	460.00	Kitsap Credit Union	2015 Nissan Pathfinder 87000 miles	\$	460.00	3.50	_ %
2	\$	320.00	Regional Acceptance Co	2012 Kia Forte 60000 miles	\$	320.00	3.50	%

#### b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

Rank	Monthly Payment	Creditor	Debtor' Value o Collatera	f	Pre-Confirmation Adequate Protection Monthly Payment	Interest <u>Rate</u>	
	\$	-NONE-	\$	_	\$		%

- D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).
- E. NONPRIORITY UNSECURED CLAIMS: No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due. The Trustee shall pay filed and allowed nonpriority unsecured claims as follows (check one):

\_\_\_\_ 100%
At least \$ **0.00** .

The Trustee shall pay the following specially classified nonpriority unsecured claims prior to other nonpriority unsecured claims:

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Rank	Creditor -NONE-	Amount of Claim	Percentage to be Paid %	Reason for Spo	ecial Classification
	Direct Payments to be made owing claims shall be paid directive no payments from the True.  A. DIRECT PAYMENT OF D	ctly by the Debtor accord stee. (Payment stated shal	ling to the terms of the contractll not bind any party.)	et or support or v	vithholding order, and
Credito	or		onthly Support Obligation	<b>Month</b> \$	ly Arrearage Payment
	B. OTHER DIRECT PA	YMENTS:			
Credite		Nature of Debt	<u>Amour</u> \$	nt of Claim	Monthly Payment \$
The Deb property	Secured Property Surrender ared property described below to tor requests that upon confirmate pursuant to this section be granche property including taking positive property including taking property including taking property property including taking property p	will be surrendered to the ation, each creditor (include the relief from the stays)	ding successors and assigns) t	to which the Deb	
Credite	<del></del>		Property to be Surre	endered	
and orde	Executory Contracts and Leastor will assume or reject executer, and any cure and/or continuity. Any executory contract or une	tory contracts or unexpire ng payments will be paid	directly by the Debtor under	Section V, unles	s otherwise specified in

and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

**Assumed or Rejected** 

### **VIII.** Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

## IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

The liquidation value of the estate is \$\_43,270.00 \text{. To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. \$\\$ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of \_\_0.38 \_\_ % per annum from the petition date (no interest shall be paid if left blank).

#### X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

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By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

## (Signature Page)

/s/ Jonathan S Smith	/s/ Bradley Evan Drummond	May 26, 2020
Jonathan S Smith 27372	Bradley Evan Drummond	Date
Attorney for Debtor(s)	DEBTOR	
May 26, 2020	/s/ Angela Marie Drummond	May 26, 2020
Date	Angela Marie Drummond	Date
	DEBTOR	